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Attorneys for 286 Rider Ave Development LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

286 Rider Ave Acquisition LLC

Debtor.

Chapter 11

Case No. 21-11298 -(LGB)

FIRST AMENDED STIPULATIONS CONCERNING TREATMENTS

286 Rider Ave Development LLC, by and through its undersigned counsel Mayer Brown LLP and Offit Kurman, P.A., hereby submits the attached in support of its *Supplement to Development's Motion to Confirm Disputed Payoff Amounts, Satisfaction of Dip Loan, and for Related Relief* [ECF No. 272]:

1. First Amended Stipulation Between 286 Rider Development LLC and Fischer & Makooi Architects Concerning Treatment of Claim;

2. First Amended Stipulation Between 286 Rider Development LLC and Environmental Business Consultants Concerning Treatment of Claim;
3. First Amended Stipulation Between 286 Rider Development LLC and 286 Rider Associates LLC Concerning Treatment of Claim;
4. First Amended Stipulation Between 286 Rider Development LLC and Titan Engineers PC Concerning Treatment of Claim.

Dated: February 9, 2022
New York, New York

Respectfully submitted,

By: /s/ Douglas Spelfogel
Douglas Spelfogel
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*Special Counsel to 286 Rider Ave
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*Attorneys for 286 Rider Ave Development
LLC*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

286 Rider Ave Acquisition LLC,

Debtor.

Chapter 11

Case No. 21-11298-lgb

**FIRST AMENDED STIPULATION BETWEEN 286 RIDER DEVELOPMENT LLC
AND FISCHER & MAKOOI ARCHITECTS
CONCERNING TREATMENT OF CLAIM**

WHEREAS, on July 15, 2021, 286 Rider Acquisition LLC (“**Debtor**”) filed a Chapter 11 petition for reorganization (the “**Bankruptcy Case**”);

WHEREAS, on August 5, 2021 286 Rider Ave Development LLC (“**Development**”) filed a motion to dismiss the Bankruptcy Case [Dkt # 17];

WHEREAS, on August 30, 2021 Fischer & Makooi Architects (“**Claimant**”) joined in Development’s motion to dismiss [Dkt# 38];

WHEREAS, on December 14, 202, Claimant filed a proof of claim in the amount of \$60,000.00 (the “**Claim**”);

WHEREAS, on January 19, 2022 Claimant filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 4 General Unsecured Claims (“**Claimant’s Ballot**”) *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Claimant’s Ballot to counsel for the Debtor by regular mail and email;

WHEREAS, on January 19, 2022 286 Rider Ave Development LLC (“**Development**”) filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 5 Existing Equity Interests *rejecting* the Amended Plan of

Reorganization of 286 Rider Ave Acquisition LLC, and delivered Development's Ballot to counsel for the Debtor by regular mail and email;

IT IS HEREBY STIPULATED AND AGREED THAT:

1. The above clauses are fully incorporated into this First Amended Stipulation and Order;

2. Claimant and Development have consented to the following treatment, with payment to be made directly to Claimant, outside of the Bankruptcy Case, in full and final satisfaction of the Claim, conditioned upon entry of an order dismissing the Bankruptcy Case:

- a. Development shall pay \$60,000 to Claimant after the dismissal of the Bankruptcy Case, outside of the Bankruptcy Case;
- b. Simultaneously with the entry of an order dismissing the Bankruptcy Case, and without further action, the Claim, shall be deemed withdrawn;
- c. Development does not need to escrow any funds it has agreed to pay Claimant.

3. Claimant supports the dismissal of the Bankruptcy Case, and Claimant does not wish for any further proceedings to take place in the Bankruptcy Case in front of Judge Beckerman, other than the full and complete dismissal of the Bankruptcy case

4. This stipulation may be signed in counterparts, and electronic, facsimile and .PDF copies of signatures shall be treated as originals for all intents and purposes.

Dated: New York, New York
February 9, 2022

286 RIDER AVE DEVELOPMENT LLC

By: 

Its: Managing Member

FISCHER & MAKOOI ARCHITECTS

By: 

Its: Authorized Signatory

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

286 Rider Ave Acquisition LLC,

Debtor.

Chapter 11

Case No. 21-11298-lgb

**FIRST AMENDED STIPULATION BETWEEN 286 RIDER DEVELOPMENT LLC
AND ENVIRONMENTAL BUSINESS CONSULTANTS
CONCERNING TREATMENT OF CLAIM**

WHEREAS, on July 15, 2021, 286 Rider Acquisition LLC (“**Debtor**”) filed a Chapter 11 petition for reorganization (the “**Bankruptcy Case**”);

WHEREAS, on August 5, 2021 286 Rider Ave Development LLC (“**Development**”) filed a motion to dismiss the Bankruptcy Case [Dkt # 17];

WHEREAS, on November 19, 2021 Environmental Business Consultants (“**Claimant**”) filed a proof of claim in the amount of \$9,985.00 (the “**Claim**”);

WHEREAS, on January 18, 2022 Claimant filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 4 General Unsecured Claims (“**Claimant’s Ballot**”) *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Claimant’s Ballot to counsel for the Debtor by regular mail and email;

WHEREAS, on January 19, 2022, Development filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 5 Existing Equity Interests *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Development’s Ballot to counsel for the Debtor by regular mail

and email;

IT IS HEREBY STIPULATED AND AGREED THAT:

1. The above clauses are fully incorporated into this First Amended Stipulation and Order;

2. Claimant and Development have consented to the following treatment, with payment to be made directly to Claimant, outside of the Bankruptcy Case, in full and final satisfaction of the Claim, conditioned upon entry of an order dismissing the Bankruptcy Case:

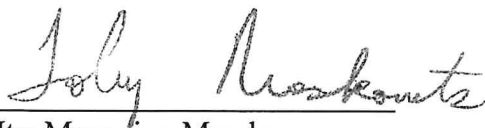
- a. Development shall pay \$6500 to Claimant after the dismissal of the Bankruptcy Case, and payment shall be made outside of the Bankruptcy Case;
- b. Simultaneously with the entry of an order dismissing the Bankruptcy Case, and without further action, the Claim, shall be deemed withdrawn;
- c. Development does not need to escrow any funds it has agreed to pay Claimant.

3. Claimant supports the dismissal of the Bankruptcy Case, and Claimant does not wish for any further proceedings to take place in the Bankruptcy Case in front of Judge Beckerman, other than the full and complete dismissal of the Bankruptcy case;

4. This stipulation may be signed in counterparts, and electronic, facsimile and .PDF copies of signatures shall be treated as originals for all intents and purposes.

Dated: New York, New York
February 9, 2022

**286 RIDER AVE DEVELOPMENT
LLC**

By: 
Its: Managing Member

**ENVIRONMENTAL BUSINESS
CONSULTANTS**

By: 
Its: Authorized Signatory

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

286 Rider Ave Acquisition LLC,

Debtor.

Chapter 11

Case No. 21-11298-lgb

**FIRST AMENDED STIPULATION BETWEEN 286 RIDER DEVELOPMENT LLC
AND 286 RIDER ASSOCIATES LLC
CONCERNING TREATMENT OF CLAIM**

WHEREAS, on July 15, 2021, 286 Rider Acquisition LLC (“**Debtor**”) filed a Chapter 11 petition for reorganization (the “**Bankruptcy Case**”);

WHEREAS, on August 5, 2021 286 Rider Ave Development LLC (“**Development**”) filed a motion to dismiss the Bankruptcy Case [Dkt # 17];

WHEREAS, on August 30, 2021 286 Rider Associates LLC (“**Claimant**”) joined in Development’s motion to dismiss [Dkt# 38];

WHEREAS, on December 14, 2021, Claimant filed a proof of claim in the amount of \$1,117,825 (the “**Claim**”)

WHEREAS, on January 20, 2022 Claimant filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 3 Other Secured Claims (“**Claimant’s Ballot**”) *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Claimant’s Ballot to counsel for the Debtor by regular mail and email;

WHEREAS, on January 19, 2022 286 Rider Ave Development LLC (“**Development**”) filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider

Ave Acquisition LLC for Class 5 Existing Equity Interests *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Development's Ballot to counsel for the Debtor by regular mail and email;

IT IS HEREBY STIPULATED AND AGREED THAT:

1. The above clauses are fully incorporated into this Stipulation and Order
2. Claimant and Development have consented to the following treatment, with payment to be made directly to Claimant, outside of the Bankruptcy Case, in full and final satisfaction of the Claim, conditioned upon entry of an order dismissing the Bankruptcy Case:
 - a. Development shall pay, outside of the Bankruptcy Case, the following amount of \$1,327,865 in agreed upon payments per a separate agreement;
 - b. Simultaneously with the entry of an order dismissing the Bankruptcy Case, and without further action, the Claim, shall be deemed withdrawn;
 - c. Development does not need to escrow any funds it has agreed to pay Claimant;
3. Claimant supports the dismissal of the Bankruptcy Case, and Claimant does not wish for any further proceedings to take place in the Bankruptcy Case in front of Judge Beckerman, other than the full and complete dismissal of the Bankruptcy case.
4. This stipulation may be signed in counterparts, and electronic, facsimile and .PDF copies of signatures shall be treated as originals for all intents and purposes.

Dated: New York, New York
February 9, 2022

286 RIDER AVE DEVELOPMENT LLC

By: 

Its: Managing Member

286 RIDER ASSOCIATES LLC

By: 

Its: Authorized Signatory

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

286 Rider Ave Acquisition LLC,

Debtor.

Chapter 11

Case No. 21-11298-lgb

**FIRST AMENDED STIPULATION BETWEEN 286 RIDER DEVELOPMENT LLC
AND TITAN ENGINEERS PC
CONCERNING TREATMENT OF CLAIM**

WHEREAS, on July 15, 2021, 286 Rider Acquisition LLC (“**Debtor**”) filed a Chapter 11 petition for reorganization (the “**Bankruptcy Case**”);

WHEREAS, on August 5, 2021 286 Rider Ave Development LLC (“**Development**”) filed a motion to dismiss the Bankruptcy Case [Dkt # 17];

WHEREAS, on August 30, 2021 Titan Engineers PC (“**Claimant**”) joined in Development’s motion to dismiss [Dkt# 38];

WHEREAS, on December 14, 2021, Claimant filed a proof of claim in the amount of \$50,000.00 (the “**Claim**”);

WHEREAS, on 19, 2022, Claimant filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 4 General Unsecured Claims (“**Claimant’s Ballot**”) *rejecting* the Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC, and delivered Claimant’s Ballot to counsel for the Debtor by regular mail and email;

WHEREAS, on January 19, 2022 Development filed the attached Ballot for Accepting or Rejecting Amended Plan of Reorganization of 286 Rider Ave Acquisition LLC for Class 5 Existing Equity Interests *rejecting* the Amended Plan of Reorganization of 286 Rider Ave

Acquisition LLC, and delivered Development's Ballot to counsel for the Debtor by regular mail and email;

IT IS HEREBY STIPULATED AND AGREED THAT:

1. The above clauses are fully incorporated into this Stipulation and Order;
2. Claimant and Development have consented to the following treatment to be made directly to Claimant, outside of the Bankruptcy Case, in full and final satisfaction of the Claim, conditioned upon entry of an order dismissing the Bankruptcy Case:
 - a. Development shall pay \$50,000 to Claimant after the dismissal of the Bankruptcy Case, and payment shall be made outside of the Bankruptcy Case;
 - b. Simultaneously with the entry of an order dismissing the Bankruptcy Case, and without further action, the Claim, shall be deemed withdrawn;
 - c. Development does not need to escrow any funds it has agreed to pay Claimant.
3. Claimant supports the dismissal of the Bankruptcy Case, and Claimant does not wish for any further proceedings to take place in the Bankruptcy Case in front of Judge Beckerman, other than the full and complete dismissal of the Bankruptcy case.
4. This stipulation may be signed in counterparts, and electronic, facsimile and .PDF copies of signatures shall be treated as originals for all intents and purposes.

Dated: New York, New York
February 9, 2022

286 RIDER AVE DEVELOPMENT LLC

TITAN ENGINEERS PC

By:  By: 
Its: Managing Member Its: Authorized Signatory